

SOLICITATION, OFFER AND AWARD

1. CONTRACT NO. 696-FD-17-17-C041	2. SOLICITATION NO. 696-FD-16-B024A	3. TYPE OF SOLICITATION <input checked="" type="checkbox"/> SEALED BID (IFB) <input type="checkbox"/> NEGOTIATED (RFO) <input type="checkbox"/> NEGOTIATED (RFP)	4. DATE ISSUED August 8, 2016
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SOLICITATION

5. Sealed offers will be received by the Department until 3:00 p.m. local time on Tuesday, August 23, 2016, and submitted to: Texas Department of Criminal Justice Contracts and Procurement Department Information Technology, Construction and Utilities Two Financial Plaza, Suite 525 Huntsville, Texas 77340 Attention: 696-FD-16-B024A	6. FOR INFORMATION CONTACT: Shari Moore, CTPM Contract Administrator Ph: (936) 437-7012 Fx: (325) 223-0310 E-mail: shari.moore@tdcj.texas.gov
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OFFER (Must be fully completed by Bidder)

7. DISCOUNT FOR PROMPT PAYMENT: →	10 CALENDAR DAYS %	20 CALENDAR DAYS %	30 CALENDAR DAYS %	CALENDAR DAYS %
8. ACKNOWLEDGMENT OF AMENDMENTS: (The Bidder acknowledges receipt of amendments to the SOLICITATION for Bidders and related documents numbered and dated:	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE
9. NAME AND ADDRESS OF BIDDER:	Stericycle Environmental Solutions, Inc. 28161 North Keith Drive Lake Forest, IL 60045			10. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or Print) Melinda Rath Vice President of Sales
11. TELEPHONE NO. (Include area code) 503-855-3297	12. SIGNATURE 			13. OFFER DATE August 22, 2017

TO BE COMPLETED AT TIME OF AWARD

The total funding for the Base Period of this Contract (Date of Award through August 31, 2017) shall not exceed \$30,000.00.	<div style="text-align: right;"> Texas Department of Criminal Justice By: Title: Chief Financial Officer Date: 9/29/16 </div>
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SECTION A - DEFINITIONS

The following terms used in this Contract will, unless the context indicates otherwise, have the meanings set forth below:

"Agency" means the Texas Department of Criminal Justice (TDCJ).

"AKA" means also known as.

"Authorized Representative" means the person designated in writing to act for and on behalf of a party of this Contract, which designation has been furnished to the other party hereto as described in Section G.2.1.

"Biennium" means any of the two-year periods beginning on September 1 and ending on August 31 of odd numbered years, which periods are used for budgetary purposes by the State of Texas.

"CFR" means Code of Federal Regulations.

"Commencement Date" means the date on which the Contractor shall begin providing services. For the purpose of this Contract, that date is the date the Contract is executed by signature of the TDCJ Chief Financial Officer.

"Contract Monitor" means Department employee that is responsible for technical administration of this Contract. See Section G.2.3 for full explanation.

"Contract Term" means the duration of this Contract as specified in Section F.1.

"Contractor" means the individual, partnership or corporation who performs services under this Contract.

"DBA" means doing business as.

"Department" means the Texas Department of Criminal Justice (TDCJ).

"Department Policies" means all written policies, procedures, standards, guidelines, directives and manuals of the Department and as may be amended from time to time, which the Department has made available to the Contractor and with which the Contractor has an affirmative obligation to be and remain familiar.

"Disposal" means the placement of solid waste in a facility permitted to treat, recycle, or otherwise destroy the waste in a manner prescribed by federal and state environmental regulations found in Title 40 of the Federal Code of Regulations and Title 30 of the Texas Administrative Code.

"DOT" means the Department of Transportation.

"EFT" means Electronic Funds Transfer.

"EO" means Executive Order.

"EPA" means the Environmental Protection Agency.

"Event of Default" means any of the events or circumstances described in Section I.3.

"FDPA" means Facilities Division, Program Administration.

"Fiscal Year" means any of the one (1) year periods beginning September 1 and ending August 31, which periods are used for annual budgetary purposes by the State of Texas.

"Hazardous Waste" means any solid waste identified or listed as a hazardous waste by the Administrator of the United States Environmental Protection Agency or the Texas Commission on Environmental Quality pursuant to the Resource Conservation Recovery Act or the Texas Solid Waste Act.

"Land Ban" means land disposal restrictions on third scheduled waste.

"Manifest" means list giving details of items being carried, its destination, and other particulars.

"Non-appropriation" means the failure by the Legislature of the State, as part of its budgetary process, to appropriate money to be used for the payments due hereunder.

"OFAC" means Office of Foreign Assets Control.

"OSHA" means Occupational Safety and Health Administration.

"Payment" or **"Payments"** means the amount(s) agreed to be paid by Department to Contractor for services under this Contract.

"PD" means the Texas Department of Criminal Justice's Personnel Directive.

"Person" means any individual, corporation, partnership, joint venture, association, joint-stock company, trust, unincorporated organization, court or other tribunal, or government or any agency or political subdivision thereof.

"PIN" means Payee Identification Number.

"Potentially Hazardous Waste" means a solid waste or other substance which is suspected, but not known, to be a hazardous waste.

"QA/QC" means Quality Assurance/Quality Control.

"Release Order" means the manner by which orders will be placed under this Contract.

"SAO" means the State Auditor's Office.

"SDN" means Specially Designated National List.

"Solid Waste" means any waste material that is a liquid, solid, or contained gas.

"Services" means performance by the Contractor providing removal, disposal and transportation of hazardous waste in accordance with the terms and conditions listed hereunder.

"Storage" means the holding of hazardous waste for a temporary period, at the end of which the hazardous waste is treated, recycled, recovered or otherwise destroyed as prescribed by Title 40 Code of Federal Regulations and Title 30 Texas Administrative Code.

"TAC" means Texas Administrative Code.

"TBCJ" means the Texas Board of Criminal Justice.

"TCEQ" means the Texas Commission on Environmental Quality.

"TDCJ" means the Texas Department of Criminal Justice, an agency of the State of Texas, herein after referred to as the Department.

"TSD" means treatment, storage and disposal facility.

"Term" means duration of this Contract.

"Transporter" means any person who conveys or transports municipal hazardous waste or industrial solid waste by truck, ship, pipeline, or other means.

"Treatment" means any method, technique, or process, including neutralization, designed to change the physical, chemical, or biological character or composition of any hazardous waste so as to neutralize it, or render it non-hazardous or less hazardous, or to recover it, make it safer to transport, store or dispose of, or amenable for recovery, storage or volume reduction.

"Undedicated Loads" (transportation) means the hauling of TDCJ waste on the same transport as waste from other generators. In general, it means that the contractor can haul TDCJ waste in the same truck as waste from non-TDCJ locations.

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS**B.1 SERVICES AND PRICES/COSTS****B.1.1 Services Being Acquired**

The Contractor shall, in accordance with the terms of this Contract, provide all necessary personnel, equipment, materials, supplies and services to handle, transport, store and dispose of hazardous waste at various sites in the State of Texas as listed in B.5.

B.1.2 Pricing Instructions

The Bidder shall submit a Price Schedule For Disposal and Transportation in the format shown in B.4 and B.5.

The Price Schedule shall include unit prices per drum, per pound, per box, per bulb, etc. The Transportation Price Schedule shall include unit prices per drum, per pound, per bulb, etc. Unit prices shall include all direct costs, indirect costs, profit, salaries, overhead and general and administrative expenses.

B.2 RELEASE ORDER PRICING

Release Orders shall be issued as necessary for performance of services described in Section C of this Contract. Unit prices in each Release Order may be negotiated to reflect volume discounts, economies of scale, etc. but will in no case exceed the unit price lists previously submitted as specified in B.5.

B.3 ALLOWABLE COSTS

Prices shall include only costs that are reasonable, necessary and allowable under State statutes, policies, procedures and under Federal Cost Standards (OMB Circulars A-122 for Nonprofit Entities, A-21 for Educational Institutions, A-87 for State and Local Governments, A-102 Common Rule for Uniform Administrative Requirements for Grants and Cooperative Agreements with State and Local Governments, and 48 CFR, Part 31, Subpart 31.2, Contracts with Commercial Organizations).

B.4 PRICE SCHEDULE FOR DISPOSAL

Hazardous Waste Materials		Estimated Quantity	Unit Cost
I. Disposal of Paint/Solvent/Fuel Waste			
A. 9000 + BTUs (High BTU) w/			
1. 0-15% Sludge	100	\$ 78.00	per drum
2. 16-25% Sludge	50	\$ 78.00	per drum
3. 26-50% Sludge	50	\$ 95.00	per drum
4. 51-100% Sludge	50	\$ 155.00	per drum
5. 5 Gallon containers or less	1,000	\$ 0.85	per pound
II. Disposal of Ignitable materials (40 CFR 261.21)			
55 Gallons drums	25	\$ 78.00	per drum
III. Disposal of Reactive materials (40 CFR 261.23)			
55 Gallons drums	20	\$ 550.00	per drum
IV. Disposal of Corrosive materials (40 CFR 261.22)			
55 Gallons drums	20	\$ 250.00	per drum
V. Disposal of Toxic materials (40 CFR 261.24)			
55 Gallons drums			
A. Organic			
Solids	10	\$ 195.00	per drum
Liquids	10	\$ 195.00	per drum
B. Inorganic - Solids, Liquids			
Solids	10	\$ 195.00	per drum
Liquids	10	\$ 195.00	per drum
C. RCRA Metals			
5	5	\$ 225.00	per drum
D. Elemental Mercury			
5	5	\$ 30.00	per pound
VI. Disposal of Fluorescent Bulbs/Lamps			
A. <4 Foot			
1. Shipping boxes - 82 bulbs	2	\$ 0.75	per bulb
		\$ 40.00	per box
B. >4 Foot			
1. Shipping boxes - 72 bulbs	2	\$ 0.75	per bulb
		\$ 40.00	per box
C. Crushed Fluorescent Bulbs			
2	2	\$ 275.00	per drum
VII. Disposal of PCB Contaminated Electrical Equipment			
A. PCB Contaminated Soil			
	1,000	\$ 2.00	per pound
B. PCB Ballast			
	20	\$ 2.00	per pound
C. PCB Capacitors			
	20	\$ 2.00	per pound
D. PCB Transformers			
1. Transformers Carcass	10,000	\$ 1.40	per pound
2. PCB Oil	1,200	\$ 1.40	per pound

Hazardous Waste Materials	Estimated Quantity	Unit Cost
VIII. Lab Pack Disposal (includes Packing Materials and Labor)		
A. Flammables		
55 Gallon drum size	1	\$ 270.00 per drum
30 Gallon drum size	1	\$ 205.00 per drum
15 Gallon drum size	1	\$ 135.00 per drum
5 Gallon drum size	1	\$ 80.00 per drum
B. Corrosive		
55 Gallon drum size		\$ 295.00 per drum
30 Gallon drum size	1	\$ 220.00 per drum
15 Gallon drum size	1	\$ 150.00 per drum
5 Gallon drum size	1	\$ 85.00 per drum
C. Oxidizers		
55 Gallon drum size	1	\$ 580.00 per drum
30 Gallon drum size	1	\$ 435.00 per drum
15 Gallon drum size	1	\$ 290.00 per drum
5 Gallon drum size	1	\$ 105.00 per drum
D. Poisons		
55 Gallon drum size	1	\$ 270.00 per drum
30 Gallon drum size	1	\$ 205.00 per drum
15 Gallon drum size	1	\$ 135.00 per drum
5 Gallon drum size	1	\$ 80.00 per drum
IX. Empty Containers		
A. Metal Drums (55 Gallon)		
Open Top	50	\$ 38.00 per drum
Bung	50	\$ 42.00 per drum
B. Polyvinyl Drums (55 Gallon)		
Open Top	20	\$ 55.00 per drum
Bung	20	\$ 59.00 per drum
C. Over packs (85 Gallon)		
	30	\$ 140.00 per drum
D. Yard boxes		
	80	\$ 60.00 each
X. Pentachlorophenol (F032) Disposal		
A. Solids	1,000	\$ 0.95 per pound
B. Liquid	5,000	\$ 0.95 per pound

B.5 PRICE SCHEDULE FOR TRANSPORTATION

UNIT NAME	CITY	COUNTY	ADDRESS	TRANSPORTATION COSTS			
				\$/DRUM	\$/BOX	\$/POUND	\$/MIN TRIP
Allred Unit	Wichita Falls, 76367	Wichita	2101 FM 369 North	\$38.00	\$114.00	\$0.20	\$160.00
Beto I Unit	Tennessee Colony, 75880	Anderson	1391 FM 3328	\$35.00	\$105.00	\$0.20	\$160.00
BOT Warehouse	Huntsville, 77320	Walker	861 IH 45	\$32.00	\$96.00	\$0.20	\$160.00
Boyd Unit	Teague, 75860	Freestone	200 Spur 113	\$32.00	\$96.00	\$0.20	\$160.00
Briscoe Unit	Dilley, 78017	Frio	1459 West Highway	\$38.00	\$114.00	\$0.20	\$160.00
Buffalo Ranch	Somerville, 77879	Burleson	14931 Private Road #4007	\$35.00	\$105.00	\$0.20	\$160.00
Byrd Unit	Huntsville, 77340	Walker	21 FM 247	\$32.00	\$96.00	\$0.20	\$160.00
Central Unit	Sugar Land, 77478	Fort Bend	One Circle Drive	\$32.00	\$96.00	\$0.20	\$160.00
Clemens Unit	Brazoria, 77422	Brazoria	11034 Hwy 36	\$35.00	\$105.00	\$0.20	\$160.00
Clements Unit	Amarillo, 79107	Randall	9601 Spur 591	\$38.00	\$114.00	\$0.20	\$160.00
Coffield Unit	Tennessee Colony, 75884	Anderson	2661 FM 2054	\$35.00	\$105.00	\$0.20	\$160.00
Cole State Jail	Bonham, 75418	Fannin	3801 Silo Road	\$32.00	\$96.00	\$0.20	\$160.00
Connally Unit	Kenedy, 78119	Karnes	899 FM 632	\$32.00	\$96.00	\$0.20	\$160.00
Cotulla Unit	Cotulla, 78014	La Salle	610 FM 624	\$35.00	\$105.00	\$0.20	\$160.00
Crain Unit	Gatesville, 76599	Coryell	1401 State School Rd.	\$32.00	\$96.00	\$0.20	\$160.00
Dalhart Unit	Dalhart, 79022	Hartley	11950 FM 998	\$40.00	\$120.00	\$0.20	\$160.00
Daniel Unit	Snyder, 79549	Scurry	938 South FM 1673	\$38.00	\$114.00	\$0.20	\$160.00
Darrington Unit	Rosharon, 77583	Brazoria	59 Darrington Road	\$32.00	\$96.00	\$0.20	\$160.00
Dawson Unit	Dallas, 75265	Dallas	106 West Commerce Street	\$32.00	\$96.00	\$0.20	\$160.00
Duncan Unit	Diboll, 75941	Angelina	1502 South First St.	\$32.00	\$96.00	\$0.20	\$160.00
Dominguez Unit	San Antonio, 78252	Bexar	6535 Cagnon Rd.	\$32.00	\$96.00	\$0.20	\$160.00
Eastham Unit	Lovelady, 77343	Houston	2665 Prison Road #1	\$35.00	\$105.00	\$0.20	\$160.00
Ellis I Unit	Huntsville, 77320	Walker	1697 FM 980	\$32.00	\$96.00	\$0.20	\$160.00
Estelle Unit	Huntsville, 77320	Walker	264 FM 3478	\$32.00	\$96.00	\$0.20	\$160.00

UNIT NAME	CITY	COUNTY	ADDRESS	TRANSPORTATION COSTS			
				\$/DRUM	\$/BOX	\$/POUND	\$/MIN TRIP
Ferguson Unit	Midway, 75852	Madison	12120 Savage Drive	\$32.00	\$96.00	\$0.20	\$160.00
Formby Unit	Plainview, 79072	Hale	998 County Rd AA	\$32.00	\$96.00	\$0.20	\$160.00
Fort Stockton Unit	Fort Stockton, 79735	Pecos	1536 IH-10 East	\$40.00	\$120.00	\$0.20	\$160.00
Garza East Unit	Beeville, 78102	Bee	4304 Hwy 202	\$32.00	\$96.00	\$0.20	\$160.00
Garza West Unit	Beeville, 78102	Bee	4250 Hwy 202	\$32.00	\$96.00	\$0.20	\$160.00
Gist State Jail	Beaumont, 77705	Jefferson	3295 FM 3514	\$32.00	\$96.00	\$0.20	\$160.00
Glossbrenner Unit	San Diego, 78384	Duvall	623 S FM 1329	\$38.00	\$114.00	\$0.20	\$160.00
Goodman Unit	Jasper, 75951	Newton	349 Private Road 8430	\$38.00	\$114.00	\$0.20	\$160.00
Goree Unit	Huntsville, 77344	Walker	7405 Hwy 75 South	\$32.00	\$96.00	\$0.20	\$160.00
Gurney Unit	Tennessee Colony, 75803	Anderson	1385 FM 3328	\$35.00	\$105.00	\$0.20	\$160.00
Halbert Unit	Burnet, 78611	Burnet	800 Ellen Halbert Drive	\$35.00	\$105.00	\$0.20	\$160.00
Havins Unit	Brownwood, 76801	Brown	500 FM 45 East	\$38.00	\$114.00	\$0.20	\$160.00
Henley Unit	Dayton, 77535	Liberty	75821 Highway 321	\$32.00	\$96.00	\$0.20	\$160.00
Hightower Unit	Dayton, 77535	Liberty	902 FM 686	\$32.00	\$96.00	\$0.20	\$160.00
Hilltop Unit	Gatesville, 76598	Coryell	1500 State School Rd.	\$32.00	\$96.00	\$0.20	\$160.00
Hobby Unit	Marlin, 76661	Falls	742 FM 712	\$35.00	\$105.00	\$0.20	\$160.00
Hodge Unit	Rusk, 75785	Cherokee	379 FM 2972	\$35.00	\$105.00	\$0.20	\$160.00
Holliday Unit	Huntsville, 77320	Walker	295 I.H. 45 North	\$32.00	\$96.00	\$0.20	\$160.00
Hughes Unit	Gatesville, 76597	Coryell	3201 FM 929	\$32.00	\$96.00	\$0.20	\$160.00
Huntsville Unit	Huntsville, 77348	Walker	815 12 th Street	\$32.00	\$96.00	\$0.20	\$160.00
Hutchins Unit	Dallas, 75241	Dallas	1500 East Langdon Rd.	\$32.00	\$96.00	\$0.20	\$160.00
Jester I Unit	Richmond, 77406	Fort Bend	1 Jester Road	\$32.00	\$96.00	\$0.20	\$160.00
Vance Unit	Richmond, 77406	Fort Bend	2 Jester Road	\$32.00	\$96.00	\$0.20	\$160.00
Jester III Unit	Richmond, 77406	Fort Bend	3 Jester Road	\$32.00	\$96.00	\$0.20	\$160.00
Jester IV Unit	Richmond, 77406	Fort Bend	4 Jester Road	\$32.00	\$96.00	\$0.20	\$160.00

UNIT NAME	CITY	COUNTY	ADDRESS	TRANSPORTATION COSTS			
				\$/DRUM	\$/BOX	\$/POUND	\$/MIN TRIP
Johnston Unit	Winnsboro, 75494	Wood	703 Airport Road	\$35.00	\$105.00	\$20.00	\$160.00
Jordan Unit	Pampa, 79065	Gray	1992 Hilton Road	\$40.00	\$120.00	\$20.00	\$200.00
Kegans State Jail	Houston, 77002	Harris	707 Top Street	\$32.00	\$96.00	\$20.00	\$160.00
LeBlanc Unit	Beaumont, 77705	Jefferson	3695 FM 3514	\$32.00	\$96.00	\$20.00	\$160.00
Lewis Unit	Woodville, 75990	Tyler	777 FM 3497	\$35.00	\$105.00	\$20.00	\$160.00
Lopez Unit	Edinburg, 78539	Hidalgo	1203 El Cibolo Rd	\$40.00	\$120.00	\$20.00	\$200.00
Luther Unit	Navasota, 77869	Grimes	1800 Luther Drive	\$35.00	\$105.00	\$20.00	\$160.00
Lychner Unit	Humble, 77396	Harris	2350 Atascocita Rd.	\$32.00	\$96.00	\$20.00	\$160.00
Lynaugh Unit	Fort Stockton, 79735	Pecos	1098 South Highway 2037	\$40.00	\$120.00	\$20.00	\$200.00
McConnell Unit	Beeville, 78102	Bee	3001 South Emily Dr.	\$38.00	\$114.00	\$20.00	\$160.00
Michael Unit	Tennessee Colony, 75886	Anderson	2664 FM 2054	\$35.00	\$105.00	\$20.00	\$160.00
Middleton Unit	Abilene, 79601	Callahan	13055 FM 3522	\$38.00	\$114.00	\$20.00	\$160.00
Montford Unit	Lubbock, 79404	Lubbock	8602 Peach St.	\$38.00	\$114.00	\$20.00	\$160.00
Choice Moore, Unit	Bonham, 75418	Fannin	1700 North FM 87	\$32.00	\$96.00	\$20.00	\$160.00
Mt. View Unit	Gatesville, 76528	Coryell	2503 Ransom RD.	\$32.00	\$96.00	\$20.00	\$160.00
Murray Unit	Gatesville, 76596	Coryell	1916 N. Highway 36 B	\$32.00	\$96.00	\$20.00	\$160.00
Neal Unit	Amarillo, 79107	Potter	9055 Spur 591	\$40.00	\$120.00	\$20.00	\$200.00
Ney Unit	Hondo, 78861	Medina	114 Private Road 430	\$32.00	\$96.00	\$20.00	\$160.00
Pack Unit	Navasota, 77869	Grimes	2400 Wallace RD.	\$35.00	\$105.00	\$20.00	\$160.00
Plane State Jail	Dayton, 77535	Liberty	904 FM 686	\$32.00	\$96.00	\$20.00	\$160.00
Polunsky Unit	Livingston, 77351	Polk	3872 FM 350 South	\$35.00	\$105.00	\$20.00	\$160.00
Powledge Unit	Palestine, 75803	Anderson	1400 FM 3452	\$35.00	\$105.00	\$20.00	\$160.00
Ramsey Unit	Rosharon, 77583	Brazoria	1100 FM 655	\$32.00	\$96.00	\$20.00	\$160.00
Stringfellow Unit	Rosharon, 77583	Brazoria	1200 FM 655	\$32.00	\$96.00	\$20.00	\$160.00
Terrell Unit	Rosharon, 77583	Brazoria	1300 FM 655	\$32.00	\$96.00	\$20.00	\$160.00
Roach Unit	Childress, 79201	Childress	15845 FM 164	\$40.00	\$120.00	\$0.20	\$200.00

UNIT NAME	CITY	COUNTY	ADDRESS	TRANSPORTATION COSTS			
				\$/DRUM	\$/BOX	\$/POUND	\$/MIN TRIP
Robertson Unit	Abilene, 79601	Callahan	12071 FM 3522	\$35.00	\$105.00	\$0.20	\$200.00
Rudd Unit	Brownfield, 79316	Terry	2004 Lamesa Hwy	\$40.00	\$120.00	\$0.20	\$200.00
Sanchez Unit	El Paso, 77936	Hudspeth	3901 State Jail Rd.	\$40.00	\$120.00	\$0.20	\$200.00
Sayle Unit	Breckenridge, 76424	Stephens	4176 FM 1800	\$35.00	\$105.00	\$0.20	\$160.00
Scott Unit	Angleton, 77515	Brazoria	6999 Retrieve, County Line Rd. 290	\$32.00	\$96.00	\$0.20	\$160.00
Segovia Unit	Edinburg, 78539	Hidalgo	1201 E Cibolo Rd	\$40.00	\$120.00	\$0.20	\$200.00
Skyview Unit	Rusk, 75785	Cherokee	379 FM 2972	\$35.00	\$105.00	\$0.20	\$160.00
Smith Unit	Lamesa, 79331	Dawson	1313 County Road 19	\$38.00	\$114.00	\$0.20	\$160.00
Stevenson Unit	Cuero, 77954	Dewitt	1525 FM 766	\$35.00	\$105.00	\$0.20	\$160.00
Stiles Unit	Beaumont, 77705	Jefferson	3060 FM 3514	\$35.00	\$105.00	\$0.20	\$160.00
Telford Unit	New Boston, 75570	Bowie	3899 Hwy 98	\$40.00	\$120.00	\$0.20	\$200.00
Torres Unit	Hondo, 78861	Medina	125 Private Road 4303	\$32.00	\$96.00	\$0.20	\$160.00
Tulia Unit	Tulia, 79088	Swisher	4000 Hwy 86 West	\$38.00	\$114.00	\$0.20	\$160.00
Wallace Unit	Colorado City, 79512	Mitchell	1675 South FM 3525	\$35.00	\$105.00	\$0.20	\$160.00
Ware Unit	Colorado City, 79512	Mitchell	1681 South FM 3525	\$35.00	\$105.00	\$0.20	\$160.00
Wheeler Unit	Plainview, 79072	Hale	986 County Road AA	\$38.00	\$114.00	\$0.20	\$160.00
Woodman Unit	Gatesville, 76528	Coryell	1210 Coryell City Rd.	\$32.00	\$96.00	\$0.20	\$160.00
Wynne Unit	Huntsville, 77349	Walker	810 FM 2821	\$32.00	\$96.00	\$0.20	\$160.00
Young Medical Facility	Dickinson, 77539	Galveston	5509 Attwater Ave.	\$32.00	\$96.00	\$0.20	\$160.00

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT**C.1 BACKGROUND**

The volume of hazardous waste generated during a year statewide is approximately 100 tons of mainly liquid, paint related waste.

C.2 GENERAL DUTIES AND OBLIGATIONS

THE CONTRACTOR SHALL PROVIDE SERVICES TO THE DEPARTMENT THAT ARE IN COMPLIANCE WITH ALL APPLICABLE LOCAL, STATE AND FEDERAL LAWS, RULES AND REGULATIONS INCLUDING ALL CONSTITUTIONAL, LEGAL AND COURT ORDERED REQUIREMENTS, WHETHER NOW IN EFFECT OR HEREAFTER EFFECTED OR IMPLEMENTED.

- A. In the event the Contractor is cited by any federal, state or local authority agency for any non-compliance with any federal, state or local law or applicable regulations hereunder, the Contractor must notify the TDCJ within ten (10) working days of receipt of the citing. If the non-compliance is judged by the TDCJ to affect the Contractor's ability to properly transport, store, treat, analyze, dispose or otherwise handle the hazardous waste in accordance with this Contract and/or any applicable law and regulations, this Contract may be terminated in accordance with Section I.3.1.

C.3 SPECIFIC REQUIREMENTS AND OBLIGATIONS

- A. The Contractor is required to have an EPA identification number as required in CFR, Title 40, Chapter 1, Subchapter 1, Part 263, Subpart A, §263.11.
- B. The Contractor is required to have a minimum of five (5) years' experience as a Hazardous Waste Transporter.
- C. The Contractor must comply with all DOT regulations as a Hazardous Waste Transporter that are required by CFR, Title 49, Subtitle B, Chapter 1, Subchapter C, §171 – 179.

C.4 STATEMENT OF WORK

The Services consist of handling, transporting, storing and disposing of hazardous wastes at various prison units in the State of Texas as listed in Section B.5. The Contractor will be required to:

Create a profile (sample, transport, etc.) for the waste streams into a permitted TSD based on information provided by the TDCJ FDPA.

- A. Package per U.S. Department of Transportation requirements for transportation to the TSD.
- B. Facilitate the appropriate disposal/recycling of the waste(s) from the generator location to the TSD as agreed to by TDCJ FDPA.
- C. Prepare and provide all paperwork required (Manifests, Land Bans, etc.) by FDPA to document the activity for State and Federal Environmental Regulators, as well as the payment processors of the TDCJ. This will include, but not be limited to:
1. A photocopy of the completed uniform hazardous waste manifest;
 2. A photocopy of any completed Land Ban forms;
 3. An invoice detailing the location of pick-up and the amount picked up;
 4. A copy of the completed TSD profile forms; and
 5. A copy of lab analyticals.

The Contractor must be able to execute these activities at any TDCJ prison unit or facility in the State of Texas. The Contractor will be allowed to transport TDCJ waste with containers of waste from other generators (undedicated loads), when necessary, and with permission of the FDPA.

C.5 TRANSPORTATION

Contractor shall provide all transportation necessary for performance of the Contract at rates listed in Section B.5.

SECTION D - REPORTS REQUIRED FROM CONTRACTOR

D.1 REPORT FORMAT

The Contractor shall, upon request of the Department, submit an example of individual report formats for review and approval of the Department. Report/documentation formats shall be adapted to meet any special requirements of the Department.

D.2 MONTHLY REPORTS

The Contractor shall submit, in a timely manner, the monthly reports as shown in Section D.4, Table 1 in both hard copy and electronic formats.

D.3 OTHER REPORTS

The Contractor shall submit in a timely manner the items listed in Section C.4.

D.4 AD HOC REPORTS

The Department reserves the right to request additional reports that may be considered "ad hoc" reports, as deemed necessary, during the Term of the Contract.

TABLE 1
DUE DATE REPORT ITEM AUTHORITY
<i>MONTHLY</i>
Reserved for future use.
<i>ANNUALLY</i>
Reserved for future use.
<i>OTHER</i>
Prior to Commencement Date and upon renewal or replacement, Insurance certificates, Section H.1
Invoice and completed manifest after disposal of hazardous waste, Section C.4.
<i>AD HOC</i>
Reserved for future use.

SECTION E**INSPECTION AND ACCEPTANCE****E.1 INSPECTION AND ACCEPTANCE OF SERVICES**

Inspection and acceptance shall be as stated in the Contract Documents. The Owner hereby reserves the right to perform inspections of the Work and any and all inspections performed by the Owner or by others for the Owner shall be for the sole benefit of the Owner. Quality control is and shall remain one hundred percent (100%) the responsibility of the Contractor.

E.2 INSPECTION OF CONSTRUCTION

- (a) *Definition:* "Work" includes, but is not limited to, materials, workmanship, and manufacture and fabrication of components.
- (b) The Contractor shall maintain an adequate inspection system and perform such inspections as will ensure that the Work performed under the Contract conforms to Contract requirements. The Contractor shall maintain complete inspection records and make them available to the Owner. All Work shall be conducted under the general direction of the Owner and is subject to Owner inspection and test at all places and at all reasonable times before acceptance to ensure strict compliance with the terms of the Contract.
- (c) Owner inspections and tests are for the sole benefit of the Owner and do not:
 - (1) Relieve the Contractor of responsibility for providing adequate quality control measures;
 - (2) Relieve the Contractor of responsibility for damage to or loss of the material before acceptance;
 - (3) Constitute or imply acceptance; or
 - (4) Affect the continuing rights of the Owner after acceptance of the completed Work under paragraph (i) of this section.
- (d) The presence or absence of an Owner's inspector does not relieve the Contractor from any Contract requirement, nor is the inspector authorized to change any term or condition of the specification without the Owner's written authorization.
- (e) The Contractor shall promptly furnish, at no increase in Contract Sum, all facilities, labor, and material reasonably needed for performing such safe and convenient inspections and tests as may be required by the Owner. The Owner may charge to the Contractor any additional cost of inspection or test when work is not ready at the time specified by the Contractor for inspection or test, or when prior rejection makes re-inspection or retest necessary. The Owner shall perform all inspections and tests in a manner that will not unnecessarily delay the work. Special, full size, and performance tests shall be performed as described in the Contract.
- (f) The Contractor shall, without charge, replace or correct work found by the Owner not to conform to Contract requirements, unless in the public interest the Owner consents to accept the Work with an appropriate adjustment in Contract Sum. The Contractor shall promptly segregate and remove rejected material from the premises.
- (g) If the Contractor does not promptly replace or correct rejected Work, the Owner may:
 - (1) By contract or otherwise, replace or correct the Work and charge the cost to the Contractor, or
 - (2) Terminate for default the Contractor's right to proceed.
- (h) If, before acceptance of the entire Work, the Owner decides to examine already completed Work by removing it or tearing it out, the Contractor, on request, shall promptly furnish all necessary facilities, labor, and material. If the Work is found to be defective or nonconforming in any material respect due to the fault of the Contractor or its subcontractors, the Contractor shall defray the expenses of the examination and of satisfactory

reconstruction. However, if the Work is found to meet Contract requirements, the Owner shall make an equitable adjustment for the additional services involved in the examination and reconstruction, including, if completion of the Work was thereby delayed, an extension of Contract Time.

- (i) Unless otherwise specified in the Contract, the Owner shall accept, as promptly as practicable after completion and inspection, all Work required by the Contract or that portion of the Work the Owner determines can be accepted separately. Acceptance shall be final and conclusive except for latent defects, fraud, gross mistakes amounting to fraud, or the Owner's rights under any warranty or guarantee.

SECTION F - PERFORMANCE**F.1 PERIOD OF PERFORMANCE**

The Contract will consist of a base period from Date of Award through August 31, 2017 with two additional one-year option periods (September 1, 2017 through August 31, 2018 and September 1, 2018 through August 31, 2019). All work shall be completed within the Contract period.

F.2 ORDERING

- A. Any services to be furnished under this Contract shall be ordered by issuance of a Release Order by the Contract Monitor. Such orders may be issued from the Commencement Date to the expiration date of the Contract.
- B. All Release Orders are subject to the terms and conditions of this Contract. In the event of conflict between a Release Order and this Contract, the Contract shall prevail.
- C. The Contract Monitor shall place individual Release Orders for services at specific sites. Release Orders will be placed orally, confirmed by facsimile and U. S. mail.
- D. The Department makes no guarantee of ordering any services under this Contract.

F.3 RELEASE ORDER

A Release Order sample is provided in Exhibit J.1.

F.4 PLACE OF PERFORMANCE

The Contractor shall be required to perform services at any of the Department locations identified in Section B.5.

SECTION G - CONTRACT ADMINISTRATION DATA**G.1 CLAUSES INCORPORATED BY REFERENCE**

This Contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contract Administrator will make their full text available. Texas Government Code, Chapter 2251, Payment for Goods and Services.

G.2 AUTHORITY – AUTHORIZED REPRESENTATIVE, CONTRACT ADMINISTRATOR, CONTRACT MONITOR AND CONTRACT MANAGER**G.2.1 Authorized Representative**

- A. In the case of Contractor, its President or any Vice President shall designate the Authorized Representative in writing. The designation of Contractor's initial Authorized Representative shall be delivered to TDCJ no later than the effective date of this Contract. Contractor's Authorized Representative may designate other persons to assist such Authorized Representative in the performance of certain obligations required by this Contract.
- B. In the case of the Department, the Executive Director is hereby designated as its Authorized Representative. The Executive Director has designated the Chief Financial Officer to act in his/her behalf on all matters requiring approval of the Authorized Representative. The Director of the Facilities Division shall be designated as the Authorized Representative to act on behalf of the Chief Financial Officer on all matters pertaining to the daily operations of these services as outlined in this Contract. The Department's Authorized Representatives may designate other persons to assist such Authorized Representatives in the performance of certain obligations of this Contract.
- C. At any time any party may designate any person as its Authorized Representative by delivering to the other party a written designation signed, if on behalf of the Contractor by its President or any Vice President, or if on behalf of the Department by the Chief Financial Officer. Such designations shall remain effective until new written instruments are filed with or such notice is given to the other party that such designations have been revoked.
- D. The Department's Authorized Representative (the Executive Director) or his/her designated representative (Chief Financial Officer) is the only person authorized to make or approve changes in any of the requirements of this Contract, and notwithstanding any clauses contained elsewhere in this Contract, the said authority remains solely with the Executive Director or his/her designated representative. In the event the Contractor makes any change at the direction of any person other than the Executive Director or his/her designated representative, the change will be considered to have been made without authority and no adjustment will be made in the Contract price to cover any increase in cost incurred as a result thereof.

G.2.2 Contract Administrator

- A. The Contract Administrator for administration of this Contract is: Shari Moore.
- B. The telephone number for the Contract Administrator is (936) 437-7012.
- C. The facsimile number of the Contract Administrator is (325) 223-0310.
- D. The e-mail address is shari.moore@tdcj.texas.gov.
- E. The Contract Administrator is responsible for general administration of this Contract and issuance of written changes/modifications to this Contract.

G.2.3 Contract Monitor

- A. The Contract Monitor for this Contract is:
Nolan Nichols
Texas Department of Criminal Justice
Facilities Division, Program Administration
Two Financial Plaza, Suite 400
Huntsville, Texas 77340
- B. The telephone number of the Contract Monitor is (936) 437-7340.
- C. The facsimile number of the Contract Monitor is (325) 223- 0294.
- D. The e-mail address of the Contract Monitor is nolan.nichols@tdcj.texas.gov.
- E. The Contract Monitor is not authorized to make any representations or commitments of any kind on behalf of the Executive Director of TDCJ or the State of Texas.
- F. The Contract Monitor does not have the authority to alter the Contractor's obligations or to change the Contract specifications, price, terms or conditions.
- G. The Contract Monitor assignment for this Contract may be changed at any time by the Department with out prior notice to the Contractor. The Contractor will be notified of the change.
- H. If, as a result of technical discussion, it is desirable to modify the Contract obligations or statement of work, changes will be issued in writing and signed by the Executive Director of the Department or his/her designee.
- I. The Contract Monitor is also responsible for the final inspection, acceptance of all reports, and such other responsibilities a may be specified in the Contract.

G.2.4 Contract Manager

The Contractor's designated Contract Manager for this Contract is:

Name: Chris Parmeter
Address: 9950 Chemical Road
Pasadena, TX 77507

The telephone number for the Contract Manager is 713-417-1666

The facsimile number for the Contract Manager is 847-367-9493

The e-mail address for the Contract Manager is Chris.Parmeter@Stericycle.com

The Contractor shall provide a Contract Manager for this Contract who shall be responsible for the overall management and coordination of this Contract and shall act as the central point of contact with the State. The Contract Manager shall have full authority to act for the Contractor in the performance of the required services. The Contract Manager or a designated representative shall meet with the Contract Monitor to discuss problems as they occur.

G.3 BILLING AND PAYMENTS**G.3.1 Payment by Direct Deposit**

- A. It is recommended that the Contractor receive payments via electronic funds transfer (EFT), also known as direct deposit. If the Contractor elects to be set up for direct deposit payment, the vendor direct deposit authorization form for setting up direct deposit may be obtained from the TDCJ Contract Administrator. Upon Contract award, Contractor shall submit a completed authorization form to the following address:

TDCJ Accounts Payable
P.O. Box 4018
Huntsville, Texas 77342-4018

Contractors who are already receiving EFT payments from the Department or another Texas state agency do not need to register again.

- B. In the event the Contractor elects not to receive Direct Deposit Payment, the Payment shall instead be mailed to the following remittance address:

N/A

- C. Payment is to be made by the Department to the Contractor after Services are rendered and invoices have been submitted accurately and completely.

G.3.2 Billing

- A. The Contractor shall bill the TDCJ for each calendar month, one calendar month in arrears, for the amount due for services, and the TDCJ shall pay such invoice thirty (30) days after receipt of an accurate Contractor's invoice. The Contractor may offer a prompt payment discount, e.g., 1%, 15 days (refer to the Solicitation, Offer and Award page, block 7) if the Contractor desires expedited payment. Prompt payment discounts must also be stated on each invoice.
- B. Services or expenditures submitted by the Contractor that cannot be verified will be disallowed for reimbursement. Illegible or incomplete documentation that cannot be verified will be disallowed.
- C. Payments will not be made more frequently than once each month. The Department will make payment to the Contractor based upon invoice, approved by the Contract Monitor, of the work performed during the preceding calendar month under this Contract.
- D. The Contractor shall prepare and submit its billing in a timely manner, i.e., no later than the 15th day of the following month for which services were performed to:

Texas Department of Criminal Justice
Facilities Division, Program Administration
ATTN: Nolan Nichols
Two Financial Plaza, Suite 400
Huntsville, Texas 77340

To be considered a proper invoice, it shall include, but not be limited to the following information:

- 1) Invoice Number and Date;
- 2) Company Name;
- 3) Contract Number;
- 4) Time period invoice covers;
- 5) Remittance / Payment address;

- 6) Payee Identification Number (PIN);
 - 7) Description, price, quantity of services being billed;
 - 8) Prompt payment discount, if applicable;
 - 9) Itemized credits, if applicable; and
 - 10) Supporting documentation.
- E. The Department reserves the right to suspend payments, withhold funds or require the return of funds in the case of non-compliance with the Department regulations, standards, and policies, including but not limited to, recurring acts of non-compliance with Contract requirements.
- F. Final payment will be made after completion and acceptance of all work required by the Contract. All invoices for payment under this Contract must be received within 180 days of the Contract end date to be considered for payment.

G.3.3 Withholding of Payments

Department reserves the right to withhold funds or require the return of funds in the case of non-compliance with the Department's regulations, standards and policies.

G.3.4 Late Payment

Any amount owed to Contractor more than one (1) day beyond the date such amount is due as described in Section G.3 hereof shall accrue interest each day that such amount is not paid at the rate specified by §2251.021, Texas Government Code, provided, however, that this provision shall not excuse failure by the TDCJ to make payment in strict accordance with this Contract.

G.3.5 Payment of Debt Owed to the State of Texas

As required by Government Code, §2252.903, the Contractor agrees that any payments due under a contract resulting from this IFB shall be directly applied towards eliminating any debt or delinquency including, but not limited to, delinquent taxes, delinquent student loan payments, and delinquent child support, until debt is paid in full. Contractor shall comply with rules adopted by the TDCJ under Government Code, §§403.055, 403.0551, 2252.903 and other applicable laws and regulations regarding satisfaction of debts or delinquencies to the State of Texas.

G.3.6 Right of Offset

In the event the Department determines that the Contractor owes money to the Department under any contract or purchase order, the Department, upon providing the Contractor with written notice of its intent to offset, shall have the right to withhold monies due the Contractor with respect to this Contract or purchase order or with respect to any contract or purchase order with the Department and apply such monies to the money due the Department.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 INSURANCE REQUIREMENTS

The Contractor shall meet the following insurance and indemnification requirements:

- A. Contractor is not a covered individual for the purposes of Workers' Compensation. Any treatment of injuries incurred while under this Contract are the responsibility of the Contractor.
- B. The Contractor shall also maintain Workers' Compensation insurance if the Contractor has non-contract employees working under this Contract.
- C. If the Contractor hires an employee to perform any of the monitoring services listed in this Contract, the Contractor shall provide an adequate plan of insurance that provides; (1) coverage to protect the State against all claims arising from the Services performed by the Contractor; (2) coverage to protect the State from actions by a third party against the Contractor or any subcontractor of the Contractor as a result of the Contract, and (3) coverage to protect the State from actions by officers, employees, or agents of the Contractor or any subcontractor(s). The Contractor shall maintain the following insurance coverage in full force and effect for the mutual protection and benefit of both the Department and the Contractor:

Type of Coverage	Minimum Limits of Liability
A. Commercial General Liability	\$1,000,000.00 General Aggregate
(Combined Bodily Injury & Property Damage)	\$ 500,000.00 each occurrence
B. Automobile Liability	\$500,000.00 Combined single limit
C. Environmental Impairment	\$1,000,000.00 aggregate
Liability (Pollution) Insurance	\$1,000,000.00 per occurrence

The Contractor may provide the minimum coverage limits contained in an Excess or Umbrella Policy as recommended by the advice and counsel of the Contractor's insurance provider.

- H.1.1** The Contractor shall maintain insurance coverage for the mutual protection of both the Department and the Contractor against claims that may arise out of or result from the Contractor's actions or operations hereunder, whether such actions or operations are by the Contractor or a subcontractor, or by anyone directly or indirectly employed by or acting on behalf of the Contractor or subcontractor where liability may arise for:

- A. Claims under workers' compensation disability benefit, and other similar employee benefit acts;
- B. Claims for damages because of bodily injury, occupational sickness or disease, or death of any Contractor employees;
- C. Claims for damages because of bodily injury, sickness or disease or death of any person other than the Contractor's employees;
- D. Claims for damages insured by usual personal liability coverage that are sustained by any person as a result of an act directly or indirectly related to the employment of such person by the Contractor, or by any other person;
- E. Claims for damages because of injury to or destruction of tangible property, including loss of use resulting there from;
- F. Claims for damages based on violations of civil rights; and

G. Claims for damages arising from fire and lightning and other casualties.

- H.1.2** The insurance required by this section shall be written for not less than any limits of liability specified by the Department or required by law, whichever is greater, and shall include contractual liability insurance as applicable to the Contractor's obligations hereunder.
- H.1.3** Certificates/policies of insurance shall be filed with the Department prior to execution of the Contract. These certificates/policies shall contain a provision that coverage afforded under the policies shall not be canceled, non-renewed or materially changed except after 30 days written notice by Certified Mail to: Texas Department of Criminal Justice, Two Financial Plaza, Suite 525, Huntsville, Texas, 77340; Attn: Shari Moore. Contractor shall provide proof of insurance coverage to the Department upon renewal of such.
- H.1.4** The Contractor shall name the Texas Department of Criminal Justice and its officers, employees, and elected representatives as additional insured on applicable coverage's, i.e., General Liability and Automobile.
- H.1.5** All insurance coverage is to be provided by insurance carriers licensed to conduct business in Texas. All insurance carriers shall be, at a minimum, rated "A-7" in Best's Key Rating Guide.
- H.1.6** Compliance with the foregoing insurance requirements shall not relieve the Contractor from any liability under the indemnification clause at Section I.5.
- H.1.7** The Contractor agrees to waive subrogation against the Texas Department of Criminal Justice and its officers, employees and elected representatives for bodily injury (including death), property damage or any other loss on applicable coverage's, i.e., General Liability, Automobile and Workers' Compensation.
- H.1.8** The Contractor agrees that the Contractor's insurance is primary insurance as applicable to the Texas Department of Criminal Justice, its officers, employees and elected representatives.

H.2 SUBCONTRACTORS

The Contractor may subcontract for the performance of any of its responsibilities to provide services pursuant to this Contract. No subcontract may be entered into unless the TDCJ provides prior written approval, which approval may not be unreasonably withheld. If a subcontractor is deemed to be needed for an event of an emergency nature, verbal approval may be obtained through an authorized TDCJ representative. The Contractor shall submit a written request with supporting documentation for approval, by the TDCJ, as soon as possible. The Contractor shall furnish to the TDCJ copies of all subcontracts, without regard to amount of annual payments. Any arrangement by Contractor with an affiliate or member company to provide services to the TDCJ shall be subject to the subcontractor provisions of this Section. No contractual relationship shall exist between the TDCJ and any subcontractor and the TDCJ shall accept no responsibility whatsoever for the conduct, actions, or omissions of any subcontractor selected by Contractor. Contractor shall be responsible for the management of the subcontractors in the performance of their work. A subcontractor may not work directly with the TDCJ in any manner and shall not be included in contract negotiations, renewals, audit or any other discussions except at the request of the TDCJ.

Unless waived in writing by the TDCJ, the subcontract shall contain the following:

1. An acknowledgement that the subcontract is subject to the Contract between the TDCJ and the Contractor (the "Master Contract").
2. The subcontractor shall agree to comply with the terms of the Master Contract to the extent applicable with respect to goods and services being provided under the subcontract. It is the intention of the parties of the subcontract that the subcontractor shall "stand in the shoes" of the

Contractor with respect to fulfilling the duties and obligations of the Contractor to the TDCJ under the Master Contract.

3. The TDCJ's approval of a subcontract does not relieve the Contractor of its duty to perform under the Master Contract.
4. The TDCJ shall be deemed a "third party beneficiary" to the subcontract.

H.2.1 Insurance

The Contractor shall require all subcontractors to obtain, maintain, and keep in force insurance coverage in accordance with accepted industry standards and the Contract during the time they are engaged hereunder.

H.2.2 Non-Discrimination

The Contractor shall include the Non-Discrimination clauses at Section I.12 in all subcontracts.

H.3 SECURITY

The Contractor's employees and representatives, vehicles and equipment must be under security surveillance at all times and are subject to inspection at any time while on State property. The Contractor agrees to abide by all Department policies and Unit rules and regulations on State property. These rules, in part, prohibit the introduction of alcohol, narcotics, weapons, gambling paraphernalia, pagers and cell phones to any Department property. This includes having these items in the personal vehicles of on-site employees. The Contractor's employees may not carry more than twenty-five dollars (\$25.00) in cash into any Department Facility. Tobacco products are allowed in designated areas. All vehicles must be kept locked when not in use and the Contractor's employee must stay with the vehicle when it is unlocked.

H.4 UTILIZATION OF PRODUCTS AND MATERIALS PRODUCED IN TEXAS

The Contractor shall comply with the Texas Government Code, Section 2155.4441 relating to service contract use of products produced in the State of Texas. In performing services under this Contract, the Contractor shall purchase products and materials produced in the State of Texas when they are available at a price and time comparable to products and materials produced outside of Texas.

H.5 ORGANIZATIONAL AND NAME CHANGE

The Contractor shall submit written notification to the TDCJ of any changes in Contractor's name, address, and/or telephone number with an effective date of such change. The Contractor shall submit to the TDCJ a copy of any registration to doing business as, "DBA," or "AKA," also known as, and any legal corporate name change filed with the Secretary of State.

SECTION I - CONTRACT CLAUSES**I.1 AVAILABILITY OF FUNDS FOR NEXT FISCAL YEAR**

- A. Funds are not presently available for performance under this Contract beyond August 31, 2017.
- B. The Department's obligation for performance of this Contract beyond that date is contingent upon legislative approval and the availability of appropriated funds from which Payment for Contract purposes can be made.
- C. No legal liability on the part of the Department for any Payment may arise for performance under this Contract beyond August 31, 2017, until funds are made available to the Department for performance and until the Contractor receives notice of availability.
- D. Refer to paragraph two, Section I.3.4, Termination for Unavailability of Funds, for the Department's right to terminate this Contract in the event it is appropriated insufficient funds.

I.2 ADVERTISING OF AWARD

The Contractor agrees not to refer to awards in commercial advertising in such a manner as to state or imply that the product or service provided is endorsed or preferred by the Department or is considered by the Department to be superior to other products or services.

I.3 DEFAULT AND TERMINATION**I.3.1 Default by Contractor**

Each of the following shall constitute an Event of Default on the part of the Contractor:

- A. A material failure to keep, observe, perform, meet, or comply with any covenant, agreement, term, or provision of this Contract to be kept, observed, met, performed, or complied with by the Contractor hereunder, which such failure continues for a period of twenty (20) days after the Contractor's receipt of written notice thereof;
- B. A material failure to comply with, court order, federal or state requirement or law, when such failure continues for a period of twenty (20) Days after the Contractor's receipt of written notice thereof;
- C. The Contractor's material failure to comply with any Department policy for which the Contractor has been expressly required to comply and for which the Contractor has not received a prior written waiver from the Department, which such failure continues for a period of twenty (20) days after the Contractor's receipt of written notice thereof;
- D. Insolvency of the Contractor as evidenced by any of the following occurrences:
 - 1. Its inability to pay its debts;
 - 2. Any general assignment for the benefit of creditors;
 - 3. Any decree or order appointing a receiver or trustee for it or substantially all of its property to be entered and, if entered without its consent, not to be stayed or discharged within sixty (60) days;
 - 4. Any proceedings under any law relating to bankruptcy, insolvency, or the reorganization or relief of debtors to be instituted by or against it and, if contested by it, not to be dismissed or stayed within sixty (60) days; or
 - 5. Any judgment, writ of attachment or execution, or any similar process to be issued or levied against a substantial part of its property which is not released, stayed, bonded, or vacated within sixty (60) days after issue or levy.

- E. The discovery by the Department that any statement, representation or warranty in this Contract is false, misleading, or erroneous in any material respect; or
- F. A failure by the Contractor to comply with contractual terms and conditions, resulting in a breach of security or health and safety standards. This Event of Default may result in the immediate termination of this Contract.

I.3.2 Further Opportunity to Cure

- A. If an Event of Default of the type specified in Section I.3.1 occurs and the Contractor reasonably believes that such Event of Default cannot be cured within the twenty (20) Days allowed in Section I.3.1 but that such Event of Default can be cured through a diligent, on-going, and conscientious effort on the part of the Contractor, within a reasonable period not to exceed one (1) month, unless extended by the Department, then the Contractor may, within the twenty (20) day cure period, submit a detailed plan for curing the Event of Default to the Department.
- B. Upon receipt of any such plan for curing an Event of Default, the Department shall promptly review such plan and at its discretion, which must be reasonable in the circumstances, may allow, or not allow, the Contractor to pursue such plan of cure.
- C. The decision of the Department will be communicated in writing to the Contractor.
- D. The Department agrees that it will not exercise its remedies there under with respect to such Event of Default for so long as the Contractor diligently, conscientiously, and timely undertakes to cure the Event of Default in accordance with the approved plan.
- E. If the Department does not allow the Contractor an extension of the cure period, the twenty (20) day time period shall be tolled during the period of time the request is pending before the Department.

I.3.3 Remedy of the Department

When an Event of Default by the Contractor has been determined to exist, the Department's Authorized Representative will notify the Contractor of such Event of Default, and subject to the provisions of Section I.3.2, the Department will have the right to pursue any remedy it may have by law or in equity including, but not limited to:

- A. Reducing its claim to a judgment;
- B. Taking action to cure the Event of Default, in which case the Department may offset against any Payments owed to the Contractor all reasonable costs incurred by the Department in connection with its efforts to cure such Event of Default;
- C. Withholding of funds as authorized in Section G.3.3; or
- D. Exercising a Termination for Default.
 - 1. In the event of Termination for Default the Department shall offset against Payments owed to the Contractor any reasonable amounts expended by the Department to cure the Event of Default.
 - 2. The Department will have no further obligations to the Contractor after such termination.
 - 3. The Department may also acquire, in the manner the Department considers appropriate, services similar to those terminated and the Contractor will be liable to the Department for any increase in costs for those services.
 - 4. The Contractor shall not be liable for any increase in costs if the failure to perform the Contract arises from and without the fault or negligence of the Contractor as follows:
 - a. Acts of God or of the public enemy;

- b. Acts of the State in either its sovereign or contractual capacity;
- c. Fires;
- d. Floods;
- e. Epidemics;
- f. Quarantine restrictions;
- g. Strikes;
- h. Freight embargoes; and
- i. Unusually severe weather.

In each instance the failure to perform must be beyond the control and without the fault or negligence of the Contractor.

I.3.4 Termination for Unavailability of Funds

- A. The Payment of money by the Department or the State under any provisions is contingent upon the availability of funds appropriated by the Legislature to an agency or department of the State to cover the provisions hereof.
- B. Neither the State, the Department nor its elected officials, officers, employees, agents, attorneys or other individuals acting on behalf of the State, make any representations or warranty as to whether any appropriation will, from time to time during the Contract Term, be made by the Legislature of the State.
- C. In the event State funds for this Contract become unavailable due to Non-appropriation, the Department will have the right to terminate the Contract without penalty.
- D. The Contractor acknowledges that the Department does not receive a "line item appropriation".
 - 1. If the funds appropriated are not sufficient to pay for the Department's operating expenses, contractual obligations and other financial obligations, the Department, in its sole discretion, will determine what operating expenses, contractual obligations and other financial obligations it will pay.
 - 2. In the event the Department determines it was not appropriated sufficient money, the Department may terminate this Contract without paying the Contractor any additional money or penalty, provided that the Department will pay the Contractor for obligations that occurred up to the time of termination.

I.3.5 Non-Appropriation Effect and Remedy

An event of Non-appropriation shall not cause the Department to be in default hereunder, but upon any such event of Non-appropriation, this Contract shall automatically terminate as of the last day of the Biennium for which appropriations have been made.

I.3.6 Termination for Convenience

The Department may, in its sole discretion, terminate this Contract with or without cause, by providing the Contractor with thirty (30) Days prior written notice of such termination.

I.3.7 Termination by Mutual Agreement

The parties may terminate this Contract by mutual agreement, the terms of which shall be set forth in writing.

I.3.8 Termination Procedures

- A. Upon Termination for Default, Termination for Convenience, Termination by Mutual Agreement or Termination for Unavailability of Funds as heretofore mentioned, the following procedures will be adhered to:
1. The Department will immediately notify the Contractor in writing specifying the effective termination date.
 2. After receipt of the Notice of Termination, the Contractor shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due at that point in the Contract:
 - a. Place no further subcontracts or orders in support of this Contract;
 - b. Terminate all subcontracts; and
 - c. Cancel all orders as applicable.
- B. Upon termination, the Contractor shall be entitled to receive from the Department Payment for all services satisfactorily furnished under this Contract up to and including the date of termination. Claims submitted after one hundred eighty (180) days from the date of termination will not be considered.

I.3.9 Default by the Department

Each of the following shall constitute an Event of Default on the part of the Department:

- A. Failure by the Department to observe and perform any material covenant, condition, or agreement on its part to be observed or performed; or
- B. Its failure or refusal to substantially fulfill any of its material obligations hereunder, unless caused by the default of the Contractor; and
- C. Unless cured by the Department within twenty (20) days after receiving written notice thereof.

I.3.10 Remedy of Contractor

Upon an Event of Default by the Department, the Contractor's sole remedy shall be to follow the Dispute Resolution Process in Section I.3.11 below.

I.3.11 Dispute Resolution

- A. Any dispute arising under this Contract, which is not disposed of by mutual agreement between the Department and the Contractor shall be resolved as follows:
1. The dispute resolution process provided for in the Texas Government Code, Chapter 2260 shall be used, as further described herein, by the Department and the Contractor to attempt to resolve any claim for breach of Contract made by the Contractor.
 2. The Contractor's claim for breach of this Contract that the parties cannot resolve in the ordinary course of business shall be submitted to the negotiation process provided in Texas Government Code, Chapter 2260, Subchapter B.
 3. To initiate the process, the Contractor shall submit written notice, as required by Subchapter B, to the Contracts and Procurement Director or designee, at Two Financial Plaza, Suite 525, Huntsville, Texas 77340.
 4. Said notice shall specifically state the provisions of Texas Government Code, Chapter 2260, Subchapter B are being invoked, and shall also be given to all other representatives of the Department and the Contractor otherwise entitled to notice under the parties' Contract.
 5. Compliance by the Contractor with Subchapter B is a condition precedent to the filing of a contested case proceeding under Texas Government Code, Chapter 2260, Subchapter C.

6. The contested case process provided in the Texas Government Code, Chapter 2260, Subchapter C, is the Contractor's sole and exclusive process for seeking a remedy for an alleged breach of Contract by the Department if the parties are unable to resolve their disputes under subparagraph (A) of this paragraph.
 7. Compliance with the contested case process provided in Subchapter C is a condition precedent to sue from the Legislature under Chapter 107 of the Civil Practices and Remedies Code.
 8. Neither the execution of this Contract by the Department nor any other conduct of any representative of the Department related to the Contract shall be considered a waiver of sovereign immunity to suit.
- B. In addition to complying with Texas Government Code, Chapter 2260, the Department and the Contractor shall comply with the rule published in the Texas Administrative Code, Title 37, Public Safety and Corrections, Part VI, Texas Department of Criminal Justice, Chapter 155, Reports and Information Gathering, Subchapter C, Procedures for Resolving Contract Claims and Disputes.
- C. At all times during the course of the dispute resolution process, the Contractor shall continue with providing services as directed, in a diligent manner and without delay, shall conform to the Department's directive, decision or order, and shall be governed by all applicable provisions of this Contract.
- D. Records of the services performed shall be kept in sufficient detail to enable Payment in accordance with applicable provisions of this Contract, if this should become necessary.
- E. This provision shall not be construed to prohibit the Contractor from seeking any other legal or equitable remedy to which it is entitled.

I.4 NO WAIVER OF RIGHTS

- A. No failure on the part of any party to exercise, and no delay in exercising, and no course of dealing with respect to any right hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right hereunder preclude any other or further exercise thereof or in the exercise of any other right.
- B. The remedies provided in this Contract are cumulative and non exclusive of any remedies provided by law or in equity, except as expressly set forth herein.

I.5 INDEMNIFICATION OF THE DEPARTMENT

The Contractor shall indemnify and save the Department, the TBCJ, the State of Texas and its officers, agents and employees (hereinafter the State) harmless from and against any and all claims arising from:

- A. **The conduct, management or performance of the Contract by the Contractor, its agents, subcontractors or employees, including, without limitation, any and all claims arising from:**
1. **Any breach or default on the part of the Contractor in the performance of any covenant or agreement on its part to be performed, pursuant to the terms of this Contract;**
 2. **Any act or negligence of the Contractor or any of its agents, subcontractors, servants, employees or licensees; or**
 3. **Any accident, injury or damage whatsoever caused to any person, firm or corporation.**
- B. **All costs, reasonable attorney's fees, expenses and liabilities incurred in or about any such claim, action or proceeding brought thereon.**

- C. Nothing herein is intended to deprive the State or the Contractor of the benefits of any law limiting exposure to liability and/or setting a ceiling on damages, or any laws establishing defenses for them. By entering into this Contract, the State does not waive its right of sovereign immunity, nor does the Contractor waive any immunity that may extend to it by operation of law. The aforementioned indemnification shall not be affected by a claim that negligence of the State or its respective agents, the Contractors, employees or licensees contributed in part to the loss or damage indemnified against.
- D. The parties agree that the terms, covenants and provisions of Section I.5 shall survive the termination of this Contract.

I.6 NO WAIVER OF DEFENSES

- A. Neither the Department nor the Contractor shall waive, release or otherwise forfeit any possible defense the Department or the Contractor may have regarding claims arising from or made in connection with the operation of the facility by the Contractor without the consent of the other party.
- B. The Department and the Contractor shall reserve all such available defenses and cooperate with each other to make such defenses available for each other's benefit to the maximum extent allowed by law, including any defenses the Department may have regarding litigation, losses and costs resulting from claims or litigation pending at the time the Contract becomes effective, or arising thereafter from occurrences prior to the effective date hereof.

I.7 INDEPENDENT CONTRACTOR

- A. The Contractor is associated with the Department only for the purposes and to the extent set forth herein, and with respect to the performance of services hereunder, the Contractor is and shall be an independent contractor and shall have the sole right to supervise, manage, operate, control, and direct the performance of the details incident to its duties hereunder.
- B. Nothing contained herein shall be deemed or construed to create a partnership or joint venture, to create the relationships of an employer-employee or principal-agent, or to otherwise create any liability for the Department whatsoever with respect to the indebtedness, liabilities, and obligations of the Contractor or any other party.
- C. The Contractor shall be solely responsible for (and the Department shall have no obligation with respect to) payment of all Federal Income, FICA, and other taxes owed or claimed to be owed by the Contractor, arising out of the Contractor's association with the Department pursuant hereto, and the Contractor shall indemnify and hold the Department harmless from and against any and all liability from all losses, damages, claims, costs, penalties, liabilities, and expenses howsoever arising or incurred because of, incident to, or otherwise with respect to any such taxes.

I.8 LAWS OF TEXAS

This Contract shall be governed by and construed in accordance with the laws of the State of Texas and shall be enforced in Travis County.

I.9 ASSIGNMENTS

- A. The Contractor may not assign any interest in this Contract without the prior written consent of the Department which consent the Department may withhold at its sole discretion.
- B. If the Department so elects in its sole discretion, this Contract will terminate upon the occurrence of any of the following:
 - 1. More than 50% of the assets of the Contractor are sold;

2. The Contractor is merged into, acquired by, or consolidated with another corporation or business entity; or is otherwise the subject of reorganization; or
 3. Any shareholder or owner of Contractor who owns at least 10% beneficial ownership of the Contractor fails to continue to own at least 10%.
- C. In the event that any sale, transfer, or assignment, as referenced in paragraph A and B above, is consented to by the Department, the transferee or its legal representative shall agree in writing with the Department to assume, perform and be bound by the covenants, obligations and agreements contained herein.

I.10 MAINTENANCE OF CORPORATE EXISTENCE AND BUSINESS

- A. The Contractor, if incorporated, shall at all times maintain its corporate existence and authority to transact business and be in good standing in its jurisdiction of incorporation and the State of Texas.
- B. The Contractor shall maintain all licenses, permits and franchises necessary for its businesses where the failure to so maintain might have a material adverse effect on its ability to perform its obligations under this Contract.

I.11 APPROVAL OF CONTRACT

This Contract is subject to written approval of the Executive Director of the Department or the Director's designated representative and shall not be binding until so approved.

I.12 NON-DISCRIMINATION

In the performance of this Contract, the Contractor warrants that it shall not discriminate against any employee, subcontractor, participant or provider on account of race, color, disability or perceived disability, religion, sex, national origin, genetic information or age, and in accordance with the following:

- A. The Contractor shall not discriminate against employees, subcontractors, participants or providers who have or are perceived to have a disability because of AIDS or HIV infection, antibodies to HIV, or infection with any other probable causative agent of AIDS. The Contractor shall post notices setting forth the provisions of this non-discrimination clause in conspicuous places, available to employees and applicants for employment.
- B. In all solicitations or advertisements for employees and/or the purchase of services, the Contractor shall state that it is an equal opportunity employer; provided, however, that notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting this requirement.
- C. The Contractor shall include the provisions of the foregoing paragraphs in every subcontract so that such provisions shall be binding upon each subcontractor or vendor.

I.13 CONFIDENTIALITY

Any confidential information provided to or developed by the Contractor in the performance of the Contract shall be kept confidential unless otherwise provided by law and shall not be made available to any individual or organization by the Contractor or the Department without prior approval of the other party.

I.14 CONTRACT CHANGES

Changes/modifications to this Contract (except Contract extensions in accordance with Sections I.15 and I.16, administrative changes such as changing the Contract Administrator designation, funding modifications, correcting typographical errors or other unilateral changes discussed elsewhere in this Contract) shall be mutually agreed to by the parties and executed in writing with the authorized signatures.

I.15 OPTION TO EXTEND THE TERM OF THE CONTRACT

- A. The Department may, at its sole discretion, extend the term of this Contract by written notice to the Contractor within ten (10) Days of Contract expiration, provided that the Department shall give the Contractor a preliminary written notice of its intent to extend at least sixty (60) days before the Contract expires.
- B. The preliminary notice does not commit the Department to an extension.
- C. If the Department exercises this option, the extended Contract shall be considered to include this option provision.

I.16 OPTION TO EXTEND SERVICES

- A. The Department may require continued performance of any services within the limits and at the rates specified in this Contract.
- B. The Department reserves the right to extend this Contract for a ninety (90) day period at the end of each Contract and/or extension period for the purpose of re-advertising the service, awarding a new contract, and transitioning into a new contract.
- C. This option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed six (6) months.
- D. The Department may exercise the option by written notice to the Contractor within the period specified in Section I.15.

I.17 SEVERABILITY

In the event that any provision of this Contract is later determined to be invalid, void, or unenforceable, then the remaining terms, provisions, covenants, and conditions of this Contract shall remain in full force and effect, and shall in no way be affected, impaired, or invalidated.

I.18 NO LIABILITY UPON TERMINATION

If this Contract is terminated for any reason, the Department and the State of Texas shall not be liable to the Contractor for any damages, claims, losses, or any other amounts arising from or related to any such termination. However, the Contractor may be entitled to the remedies provided in Texas Government Code, Chapter 2260.

I.19 LIMITATION ON AUTHORITY

The Contractor shall have no authority to act for or on behalf of the Department or the State of Texas except as expressly provided for in this Contract; no other authority, power or use is granted or implied. The Contractor may not incur any debts, obligations, expenses, or liabilities of any kind on behalf of the State of Texas or the Department.

I.20 INTELLECTUAL PROPERTY INDEMNIFICATION

The Contractor will indemnify, defend, and hold harmless the State of Texas and the Department against any action or claim brought against the State of Texas and/or the Department that is based on a claim that software infringes any patent rights, copyright rights or incorporated misappropriated trade secrets. The Contractor will pay any damages attributable to such claim that are awarded against the State of Texas and/or the Department in a judgment or settlement.

If the Department's use of the software becomes subject to a claim, or is likely to become subject to a claim, in the sole opinion of the Department, the Contractor shall, at its sole expense (1) procure for the Department the right to continue using such software under the terms of this Contract; or (2) replace or modify the software so that it is non-infringing.

I.21 ELECTRONIC AND INFORMATION RESOURCES ACCESSIBILITY STANDARDS, AS REQUIRED BY 1 TAC CHAPTER 213

- A. Effective September 1, 2006 State Agencies and Institutions of Higher Education shall procure products which comply with the State of Texas Accessibility requirements for Electronic and Information Resources specified in 1 TAC, Chapter 213 when such products are available in the commercial marketplace or when such products are developed in response to a procurement solicitation.
- B. The Contractor shall provide the Department with the URL to its Voluntary Product Accessibility Template (VPAT) for reviewing compliance with the State of Texas Accessibility requirements (based on the federal standards established under Section 508 of the Rehabilitation Act), or indicate that the product/services accessibility information is available from the General Services Administration "Buy Accessible Wizard" (<http://www.buyaccessible.gov>). Contractors not listed with the "Buy Accessible Wizard" or supplying a URL to their VPAT must provide the Department with a report that addresses the same accessibility criteria in substantively the same format. Additional information regarding the "Buy Accessible Wizard" or obtaining a copy of the VPAT is located at <http://www.section508.gov/>.

I.22 RIGHTS TO DATA, DOCUMENTS AND COMPUTER SOFTWARE (STATE OWNERSHIP)

Any software, research, reports, studies, data, photographs, negatives or other documents, drawings or materials prepared by the Contractor in the performance of its obligations under this Contract shall be the exclusive property of the State of Texas and all such materials shall be delivered to the Department by the Contractor upon completion, termination, or cancellation of this Contract. The Contractor may, at its own expense, keep copies of all its writings for its personal files. The Contractor shall not use, willingly allow, or cause to have such materials used for any purpose other than the performance of the Contractor's obligations under this Contract without the prior written consent of the Department; provided, however, that the Contractor shall be allowed to use non-confidential materials for writing samples in pursuit of the work. The ownership rights described herein shall include, but not be limited to, the right to copy, publish, display, transfer, prepare derivative works, or otherwise use the works.

I.23 E-VERIFY SYSTEM

By entering into this Contract, the Contractor certifies and ensures that it utilizes and will continue to utilize, for the term of this Contract, the U.S. Department of Homeland Security's E-Verify system to determine the eligibility of:

1. All persons employed to perform duties within Texas, during the term of the Contract;
And
2. All persons (including subcontractors) assigned by the Respondent to perform work pursuant to the Contract, within the United States of America.

The Contractor shall provide, upon request of the TDCJ, an electronic or hardcopy screenshot of the confirmation or tentative non-confirmation screen containing the E-Verify case verification number for attachment to the Form I-9 for the three most recent hires that match the criteria above, by the Contractor, and Contractor's subcontractors, as proof that this provision is being followed.

If this certification is falsely made, the Contract may be immediately terminated, at the discretion of the state and at no fault to the state, with no prior notification. The Contractor shall also be responsible for the costs of any re-solicitation that the state must undertake to replace the terminated Contract.

SECTION J - LIST OF EXHIBITS

EXHIBIT NO.	TITLE	Number of Pages
J.1	Release Order	1

SECTION K**REPRESENTATIONS, CERTIFICATIONS AND OTHER
STATEMENTS OF BIDDERS****K.1 HISTORICALLY UNDERUTILIZED BUSINESS (HUB) REPRESENTATION**

The Bidder certifies that, if awarded the Contract, it will have "Historically Underutilized Business", participate in the Work to the extent of at least Zero percent (0 %) of the total dollar amount of the Contract as awarded. Such participation in the Work means that amounts equal to or greater than the stated percentage of the total Contract amount will be paid to such Historically Underutilized Business for work done under subcontract, for the supply of materials to be incorporated in the Work, and (if the Bidder itself is a Historically Underutilized Business) for work accomplished by the Bidder with its own forces. Double counting shall be avoided.

K.1.1 REPRESENTATION

The Bidder represents and certifies as part of its offer that it [] is, or [✓] is not a HUB certified by the Texas Procurement and Support Services.

K.2**CHILD SUPPORT REPRESENTATION**

Under Section 231.006 of the Texas Family Code a child support obligator who is more than 30 days delinquent in paying child support and a business entity in which the obligator is a sole proprietor, partner, shareholder or Owner with an Ownership interest of at least 25% is not eligible to receive payments from state funds under a contract to provide property, materials or services.

Governmental entities and any corporation, including a non-profit corporation that does not have a majority shareholder who is a natural person capable of being a child support obligator are not subject to Section 231.006.

Check **ONE**:

Bidder IS NOT subject to Section 231.006 ✓ (business entity DOES NOT have a sole proprietor, majority stockholder or substantial Owner who is a natural person capable of being a child support obligator).

Bidder IS subject to Section 231.006 _____ business entity DOES have a sole proprietor, majority stockholder or substantial Owner who is a natural person capable of being a child support obligator).

If subject to Section 231.006, the bid must include names and social security numbers of each person with at least 25% Ownership of the business entity submitting Bid.

_____,	_____-_____-_____-
(Print Name)	SSN
_____,	_____-_____-_____-
(Print Name)	SSN
_____,	_____-_____-_____-
(Print Name)	SSN

Pursuant to Section 231.006 Family Code, the bidder certifies that the individual or business entity named in the Bid is not ineligible to receive the specified payments and acknowledges that any resultant contract may be terminated and payment may be withheld if this certification is inaccurate.

K.3 FRANCHISE TAX REPRESENTATION

The Bidder represents and certifies as part of its offer that it is not currently delinquent in the payment of any franchise tax owed the State of Texas.

K.4 PREFERENCE CLAIM

In accordance with 34 TAC Rule 20.38, the Bidder shall check below if claiming a preference. If the appropriate line is not marked, a preference will not be granted unless other documents included in the bid show a right to the preference.

- ☐ Goods produced or offered by a Texas bidder that is owned by a Texas resident service-disabled veteran
- ☐ Goods produced in Texas or offered by a Texas bidder that is not owned by a Texas resident service-disabled veteran
- ☐ Agriculture products produced or grown in TX
- ☐ Agriculture products and services offered by TX bidders
- ☐ Services offered by a Texas bidder that is owned by a Texas resident service-disabled veteran
- ☐ Services offered by a Texas bidder that is not owned by a Texas resident service-disabled veteran
- ☐ Texas Vegetation Native to the Region
- ☐ USA produced supplies, materials, equipment or agricultural products
- ☐ Products of persons with mental or physical disabilities
- ☐ Products made of recycled, remanufactured, or environmentally sensitive materials including recycled steel
- ☐ Energy efficient products
- ☐ Rubberized asphalt paving material
- ☐ Recycled motor oil and lubricants
- ☐ Products produced at facilities located on formerly contaminated property
- ☐ Products and services from economically depressed or blighted areas
- ☐ Vendors that meet or exceed air quality standards
- ☐ Recycled or Reused Computer Equipment of Other Manufacturers
- ☐ Foods of Higher Nutritional Value (for consumption in a public cafeteria only)

K.5 NO COLLUSION

Bidder represents and certifies its employees, agents and representatives have not and shall not discuss or disclose the terms of their bid and its submission or response thereto with any third party other than persons or entities which Bidder engaged to assist it with respect to such response or submission.

Neither the Bidder nor the firm, corporation, partnership or institution represented by the Bidder or anyone acting for such firm, corporation or institution has violated the antitrust laws of the State or the Federal Antitrust Laws, nor communicated directly or indirectly the bid submitted to any competitor or any other person engaged in such line of business.

K.6 NO GRATUITIES

The Bidder represents and certifies that it has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity,

special discount, trip, favor, or service to a public servant or A/E employed by the Agency in connection with the submitted bid.

K.7 NO COMPENSATION

Bidder represents and certifies that its employees, agents and representatives have not received compensation for participation in the preparation of the specifications for this solicitation.

K.8 HUMAN IMMUNO-DEFICIENCY VIRUS SERVICES ACT COMPLIANCE

K.8.1 Bidder certifies compliance with the HIV Services Act, [Health & Safety Code, Title 2, Subtitle D, Chapter 85] requirements for maintenance of confidentiality regarding HIV and its related conditions, including Acquired Immuno-Deficiency Syndrome (AIDS).

K.8.2 Bidder further certifies that workplace guidelines are developed and implemented. Bidder may elect to use workplace guidelines developed and implemented by the TDCJ.

K.8.3 In the absence of confidentiality guidelines, Bidder is not eligible to receive state funds.

K.9 COMMUNICABLE DISEASE PREVENTION & CONTROL ACT COMPLIANCE

Bidder certifies compliance with the applicable provisions of the Communicable Disease Prevention and Control Act, Health & Safety Code, Title 2, Subtitle D, Chapter 81.

K.10 CONFLICT OF INTEREST

K.10.1 Any individual who interacts with public purchasers in any capacity is required to adhere to the guidelines established in the Texas Government Code, Section 572.051. The Section outlines the ethical standards required of public purchasers, employees, and vendors who interact with public purchasers in the conduct of State business.

K.10.2 Specifically, a TDCJ employee may not have an interest in, or in any manner be connected with a contract or bid for a purchase of goods or services by an agency of the State; or in any manner, including by rebate or gift, accept or receive from a person to whom a contract may be awarded, directly or indirectly, anything of value or a promise, obligation, or contract for future reward or compensation. Entities who are interested in seeking business opportunities with the State must be mindful of these restrictions when interacting with public purchasers of the TDCJ or purchasers of other state agencies.

K.10.3 No Texas Department of Criminal Justice staff or Board Member shall have any conflict of interest or potential conflict of interest with the Bidder or any of its agents, including a financial interest, in this contract either currently or within the past two (2) years.

K.10.4 The Bidder covenants that Bidder has no existing interest and will not acquire any interest, direct or indirect, which could conflict in any manner or degree with the performance of services required under this Contract and that no person having any such interest shall be employed by Bidder. No Bidder, Owner or agent shall have any conflict of interest or potential conflict of interest, including a financial interest with Texas Department of Criminal Justice staff, Texas Board of Criminal Justice member, Architect/Engineer (A/E), subcontractor, vendor or supplier affected by this Contract either currently or within the past two (2) years.

K.10.5 Any such conflict or potential conflict of interest shall be disclosed to the Owner by the party having such conflict before the execution of this Contract or within (10) Days of discovering the conflict. Owner representatives not affected by the conflict or potential conflict shall determine the severity of the conflict, if any, and recommend the appropriate remedial action to resolve the conflict without adversely affecting the interest of the Texas Department of Criminal Justice and its project schedule. Such remedial action could include cancellation of this Contract for the conflicting party.

K.10.6 Pursuant to Section 2155.004 (a) Texas Government Code, the Bidder has not received compensation for participation in the preparation of the specifications for this IFB. Under Section 2155.004 (b) Texas Government Code, the Bidder certifies that the individual or business entity named in this bid or Contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.

K.11 DISCLOSURE OF INTERESTED PARTIES

In accordance with Texas Government Code 2252.908, a governmental entity or state agency may not enter into a contract valued at \$1 million dollars or greater with a business entity unless the business entity, in accordance with Texas Administrative Code, Title 1, Part 2, Chapter 46, Rules 46.1, 46.3 and 46.5, submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency.

The disclosure of interested parties must be submitted on a form, and in a manner, prescribed by the Texas Ethics Commission. The Disclosure of Interested Parties Form (Form 1295) and instructions may be found at: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm.

K.12 EQUAL OPPORTUNITY

Bidder certifies compliance with all terms, provisions, and requirements of Titles VI and VII, Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, and any other Federal, state, local or other anti-discriminatory act, law, statute or regulation, along with all amendments and revisions of the acts, laws, statutes or regulations, in the performance of this contract, and will not discriminate against any child or youth, client, employee, or applicant for employment because of race, creed or religion, age, sex, color, national or ethnic origin, handicap, or any other illegal discriminatory basis or criteria.

K.13 UNFAIR BUSINESS PRACTICES

Bidder certifies that it has not been found guilty in a judicial or state administrative agency proceeding of unfair business practices within the year preceding the effective date of this contract. Bidder further certifies that no officer of Bidder has served, within the past year, as an officer of another company which has been found guilty in a judicial or state administrative agency proceeding of unfair business practices. If the above certifications are false, any resulting contract will be void.

K.14 CONTRACTING WITH EXECUTIVE HEAD OF STATE AGENCY

Bidder represents and certifies that they are in compliance with Texas Government Code, Section 669.003 relating to contracting with executive head of a state agency.

If Section 669.003 applies, Bidder shall complete the following information in order for the bid to be evaluated:

Name of Former Executive: Not applicable

Name of State Agency: _____

Date of Separation from State Agency: _____

Position with Bidder: _____

Date of Employment with Bidder: _____

K.15 LIMITATION ON EMPLOYMENT OF FORMER STATE OFFICERS

The Contractor certifies that they are in compliance with Section 572.069 of the Government code relating to employment of a former state officer or employee. A former state officer or employee of the

TDCJ who during the period of state service or employment participated on behalf of the TDCJ on a procurement or contract negotiation involving a business entity may not accept employment from that business entity before the second anniversary of the date the officer's or employee's service or employment with the TDCJ ceased.

K.16 REMITTANCE ADDRESS

If the remittance address is different from the mailing address, Bidder shall enter the remittance address below. Failure to provide this information may impact payment.

27727 Network Place

Chicago, IL 60673

K.17 SUSPENSION, DEBARMENT, AND TERRORISM

Bidder certifies that the bidding entity and its principals are eligible to participate in this transaction and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state or local government entity and that bidder is in compliance with the State of Texas statutes and rules relating to procurement and that bidder is in compliance with the Federal Government's Terrorism Watch List as described in Executive Order 13224. Entities ineligible for federal procurement are listed at <https://www.sam.gov>.

K.18 FRAUD, WASTE OR ABUSE

In accordance with Texas Government Code, Chapter 321, the State Auditor's Office (SAO) is authorized to investigate specific acts or allegations of impropriety, malfeasance or nonfeasance in the obligation, expenditure, receipt or use of state funds. If there is a reasonable cause to believe that fraud, waste or abuse has occurred at this agency, it can be reported to the SAO by calling 1-800-892-8348 or at the SAO's website at www.sao.state.tx.us. It can also be reported to the TDCJ Office of the Inspector General at 1-866-372-8329, the TDCJ Internal Audit Division at 1-512-406-5935, or Crime Stoppers at 1-800-832-8477.

K.19 VIOLATION OF FEDERAL LAW RELATING TO RECONSTRUCTION EFFORTS AS A RESULT OF HURRICANES RITA, KATRINA OR ANY OTHER DISASTER AFTER SEPTEMBER 24, 2005

Pursuant to Section 2261.053, Texas Government Code a state agency may not accept a bid or award a contract that includes proposed financial participation by a person who, during the five-year period preceding the date of the bid or award, has been convicted of violating a federal law or assessed a penalty in a federal civil or administrative enforcement action in connection with a contract awarded by the federal government for relief, recovery, or reconstruction efforts as a result of Hurricane Rita, Katrina, or any other disaster occurring after September 24, 2005. Under Section 2261.053, Texas Government Code, the Contractor certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.

K.20 NO LITIGATION

Bidder certifies that there is not now pending, or to its knowledge threatened, any action, suit or proceeding to which Bidder, or any of its employees, are a party, before or by any court or governmental agency or body, which may result in any material adverse change in Bidder's ability to perform its obligations under this Contract, or any such action, suit or proceeding related to environmental or civil rights matters; Bidder further certifies that no labor disturbance by the employees of Bidder exists or is

imminent which may be expected to materially and adversely affect Bidder's ability to perform its obligations under this Contract. Prior to Owner making an award of this Contract, Owner may require Bidders being considered for the award to recertify the representations set forth above. Owner, in its sole discretion, may disqualify any Bidder that in the opinion of Owner is a party, or who has any employees that are a party, to any action, suit or proceeding that may result in any material adverse change in Bidder's ability to perform its obligations under this Contract. During the term of this Contract, to include extensions hereof, Bidder shall notify Owner in writing within five days of Bidder having received knowledge of any actions, suits or proceedings filed against Bidder, or any of its employees, or to which Bidder, or any of its employees, are a party, before or by any court or governmental agency or body, which (1) may result in any material adverse change in Bidder's ability to perform its obligations under this Contract; or, (2) filed in any federal court, state court, or federal or state administrative hearing within the state of Texas regardless as to any anticipated material adverse change in Bidder's ability to perform its obligations under this Contract; or, (3) is brought by or on behalf of a state of Texas offender regardless as to any anticipated material adverse change in Bidder's ability to perform its obligations under this Contract.

K.21 IMMIGRATION

Bidder represents and warrants that it will comply with the requirements of the Immigration Reform and Control Act of 1986, Immigration Act of 1990, and the Illegal Immigration Reform and Immigration Responsibility Act of 1996, regarding employment verification and retention of verification forms for any individual who will perform any labor or services under this contract.

K.22 ADVERTISING OF AWARD

The Contractor agrees not to refer to awards in commercial advertising in such a manner as to state or imply that the product or service provided is endorsed or preferred by the Owner or is considered by the Owner to be superior to other products or services.

K.23 CONDITIONS PRECEDENT TO AWARD

Bidder hereby certifies, represents, and warrants that all conditions precedent set forth in Section D hereof shall be met within the periods of time specified in the Award.

BIDDER:

Name Stericycle Environmental Solutions, Inc.
By Melinda Rath
Signature _____
Title Vice President, Mfr. & Industrial Sales
Date August 22, 2016

SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO BIDDERS**L.1 AMENDMENTS TO SOLICITATIONS**

- A. If this solicitation is amended, all terms and conditions which are not modified remain unchanged.
- B. Bidders shall acknowledge receipt of all amendment(s) to this solicitation by signing and returning the amendment(s), identifying the amendment number and date in the space provided for this purpose on the form for submitting a bid or by letter.
- C. The Department shall receive the acknowledgement by the time specified for receipt of bids.
- D. Failure to acknowledge amendment(s) may subject bid to rejection.

L.2 LATE SUBMISSIONS, MODIFICATIONS AND WITHDRAWALS OF BIDS

- A. Bids must be time stamped at the office designated in the solicitation on or before the hour and date specified.
- B. Any bid received at the designated location after the exact time specified will not be considered.
- C. Bids cannot be altered, amended or modified by telegram, facsimile or otherwise after opening time.
- D. Alterations made before opening time should be initialed by the Bidder or its authorized agent.
- E. No bid can be withdrawn after opening time without approval by the Department based on an acceptable written reason.

L.3 SIGNATURES ON BID SUBMITTED

- A. Bids from a partnership shall be signed in the firm name by at least one general partner or in the firm name by an Attorney-in-fact.
- B. If signed by an Attorney-in-fact there shall be attached to the Bid a Power of Attorney evidencing authority to sign the Bid, dated and executed by all partners in the firm.
- C. Bids from a corporation shall have the correct corporate name thereon and the signature of an authorized officer of the corporation.
- D. Title of office held by the person signing for the corporation below the signature of the officer.
- E. Bids from an individual doing business under a firm or fictitious name shall be signed in the name of the individual doing business under the proper firm name.
- F. Bids of the joint venture shall be signed by all members or by a member of the joint venture if there is attached to the Bid a copy of the joint Venture Agreement evidencing that the Bid is signed by the member who has authority to bind the Joint Venture.
- G. Unsigned bids will not be considered under any circumstances.

L.4 BID ACCEPTANCE PERIOD

- A. All Bids will be valid for 60 calendar days after the submission date and will constitute an irrevocable bid to the Department for the 60 calendar day period.
- B. Such period may be extended beyond the 60 calendar day time upon mutual agreement of both parties.

L.5 CONTRACT AWARD

- A. The Department will award a Contract to the responsible Bidder whose bid, conforming to the solicitation, will be most advantageous to the Department considering only price.
- B. The Department may accept or reject all or any part of any bid, waive minor technicalities and award the Contract to best serve the interest of the Department.
- C. A written award or acceptance of bid mailed or otherwise furnished to the successful Bidder within the time for acceptance specified in the bid shall result in a binding Contract without further action by either party.
- D. Attaching additional terms and conditions or conditioning a bid in any manner will subject a bid to rejection if the terms are not in accordance with this Invitation for Bids.
- E. The Department reserves the right, at its sole discretion, to make multiple Contract awards from this solicitation. The Department reserves the right to make no awards in the event of inconsistent rates and/or the absence of available competition.

L.6 RIGHTS OF THE DEPARTMENT

- A. The Department reserves the right to waive, change, add or delete any terms or conditions of this solicitation.
- B. The Department reserves the right to reject any one bid and/or all bids or portions submitted in response to this solicitation.
- C. The submission of a bid has the effect of waiving proprietary rights or confidentiality.
- D. All bids become the property of the Department.
- E. The Department reserves the rights to use for its benefit ideas contained in a bid submitted.
- F. The Department is not liable for any costs or damages that may be incurred by a Bidder(s) or prospective Bidder(s) in the preparation, formulation or presentation of a bid.
- G. In case of ambiguity or lack of clarity, the Department may adopt such interpretations as may be advantageous to the Department.
- H. All representations made by the Department are subject to the availability of legislative appropriations and do not represent an obligation on the part of the State of Texas, the Department or the Texas Board of Criminal Justice.
- I. The Department reserves the right to withdraw this solicitation at any time for any reason.
- J. The Department reserves the right to award no Contract and to solicit additional bids at a later time.
- K. The Department incurs no obligation regarding this solicitation unless and until a Contract is fully executed by the Department.

L.7 LEGISLATIVE BUDGET BOARD (LBB) POSTINGS

After award of Contract(s), information, documentation, and other material in connection with this solicitation or any resulting contract may be subject to public disclosure pursuant to Chapter 552 of the Texas Government Code (the "Public Information Act").

Any part of the solicitation response that is of proprietary nature must be clearly and prominently marked as such by the Bidder. For major contracts, the bid submitted by the awarded Contractor is subject to public access on the Legislative Budget Board's website in accordance with Texas Government Code, Section 322.020. Within five (5) business days of awarded Contractor's receipt of Contract for signature, the awarded Contractor must deliver to the TDCJ Contracts and Procurement Department one (1) CD of its complete bid to include clarification. The CD must contain a copy of the awarded Contractor's

complete bid, in searchable pdf format, which has been excised, blacked out, or otherwise redacted information from its complete bid that the awarded Contractor considers to be confidential and exempt from public disclosure under the Texas Public Information Act, Chapter 552 of the Texas Government Code (this should be a de minimis portion, if any of Contractor's bid, such as copyrighted material, proprietary information, social security number(s), deployment plans, shift staffing plans, etc.). The CD - shall also contain an appendix for the Contractor's complete bid which provides a cross reference for the location of all information redacted by the Contractor and a general description of the redacted information. The CD should be entitled "For Public Release: Redacted Version of (Name of awarded Contractor)'s Bid and Exhibits, TDCJ Solicitation Number 696-FD-16-B024.

L.8 SUBMISSION OF BIDS

L.8.1 Bids and amendments shall be submitted with an unbound original and two copies in sealed envelopes prior to the bid opening date and time with the solicitation number annotated immediately below the return address on the envelope. Sealed bids shall be submitted to the address noted in Block 5 of the Solicitation, Offer, and Award Form. Facsimile bids will not be accepted.

L.8.2 Section 1. Bidder is required to complete the following Contract sections and provide original signature, where applicable:

- A. Section A, Solicitation, Offer and Award Form (with acknowledgement of amendments);
- B. Section B.4, Pricing Schedule for Disposal
- C. Section B.5, Pricing Schedule for Transportation;
- D. Section G.2.4, Contract Manager;
- E. Section G.3.1.B, Remittance Address (if applicable); and
- F. Section K, Representations, Certifications and Other Statements.

L.8.3 Section 2. Bidder, as part of the bid response, shall submit the following:

- A. Names, addresses, contact persons and telephone numbers of a minimum of three (3) businesses, including government agencies (local, state and federal), with which the Bidder has had a contract for the specified Services in Section C within the three (3) year period immediately preceding submission of the bid. If Bidder has not contracted with any government agencies, a minimum of three (3) references from current and/or past customers shall be submitted. The Department reserves the right to contact all references. Such references should be for Services contracted in a dollar amount and complexity equal to or greater than this Contract.
- B. Financial references to include the name, address, telephone number and point-of-contact of at least two (2) firms to include one reference from Bidder's banking institution and at least one (1) reference from a creditor. Bidder shall furnish a signed document permitting release of financial information to the Department from each financial reference listed.
- C. The name and address of the Bidder's professional liability insurance carrier, along with a statement of liability from the carrier(s) issuing the policies that such policies are available to the Bidder. For the purpose of responding to this solicitation, Bidder will not be required to purchase insurance, but must show the ability to provide such insurance as specified in Section H.1 if the Bidder is selected for award of Contract.

L.8.4 Section 3. Industry Experience and State & Federal Environmental Compliance History

- A. Bidders shall furnish descriptions of all similar services provided for other institutions or government agencies, including names, titles and phone numbers of reference contacts, contract number and dates of performance. Information contained in project descriptions should focus on expertise gained through the successful performance of like projects.
- B. If the firm has performed work in any or all of the cities where TDCJ facilities are located, the Bidder shall submit an affidavit certifying that the firm has performed hazardous waste services in the listed sites.
- C. Bidders shall state how many violations of state and federal environmental regulations, if any, the date of the violation, a brief description of the violation as labeled by the Texas Commission on Environmental Quality (TCEQ) or regulating institution, and the corrective action taken. Bidders shall also disclose if the firm is currently under enforcement action for negligence and a notarized statement of your firm's compliance history at the state and federal level.
- D. Bidders shall include a list of any contracts which have been cancelled or terminated within the last five (5) years, along with an explanation of the cancellation and the name and phone number of a contact person from the institution or agency that cancelled the contract. Bidders shall also include a list of all legal actions pending against their organization and the outcomes of any final judgments.

L.8.5 Section 4. Approach/Methodology

- A. A formal statement describing the firm's ability to execute the work, including but not limited to:
 - 1. Methods of disposal used to destroy or recycle hazardous wastes;
 - 2. Facility locations; and
 - 3. Types of waste(s) handled.
- B. Describe your Safety program and your QA/QC program (provide copies of any formal policies establishing the program(s) to provide a safe work environment for its employees and clients quality assurance and controls procedures, etc).
- C. Provide evidence that your transportation facilities, equipment, and personnel are properly registered, permitted, and licensed. Evidence will be in the following form:
 - 1. List all locations and equipment/vehicles; include EPA and Texas ID numbers or registration numbers. No personnel certifications will be required at this time; and
 - 2. Provide a signed affidavit testifying that this list is inclusive of the entire firm's facilities, equipment, and vehicles that will be used to provide services to the TDCJ and that this list is truthful.

L.9 DISCUSSION AND CORRESPONDENCE

All communications and questions concerning this solicitation, including any of a technical nature, must be made in writing to:

Shari Moore
Texas Department of Criminal Justice
Contracts and Procurement
Information Technology, Construction and Utilities Branch

Mailing Address:

Two Financial Plaza, Suite 525
 Huntsville, Tx 77340
 Phone: 936-437-7012
 Facsimile: 325-223-0310
 Email: shari.moore@tdcj.texas.gov

Questions concerning any technical aspect of the solicitation must be submitted in writing (facsimile transmission is acceptable). Written answers to the questions will be provided to all parties requesting a copy of the IFB through the Contracts and Procurement, ITCU Branch of the Department. Bidders should only rely on the written information provided in this manner. Bidders are specifically barred from making contact with any Department personnel involved in this IFB for the purpose of discussing their bid. Bidders are reminded that Monday, August 5, 2013 (5:00 p.m.) is the last day to submit written questions for clarification to the Department. The Bidder is specifically cautioned against relying on any oral information. The responsiveness of each bid will be evaluated upon instructions given in the IFB and any amendments thereto. Unauthorized contacts with Department personnel could result in the bid being rejected in its entirety.

L.10 DETERMINATION OF RESPONSIBLE BIDDER

To be determined responsible, a prospective Contractor must meet the following requirements:

- A. Provide proof of adequate financial resources to perform the Contract or the ability to obtain them;
- B. Be able to comply with the required performance schedule, taking into consideration all existing commercial and governmental business commitment;
- C. Provide proof of a satisfactory performance record;
- D. Have a favorable record of integrity and business ethics based upon input from references required in Section L.8.3; and
- E. Be otherwise qualified and eligible to receive an award under applicable laws and regulations.

L.11 SUMMARY OF KEY DATES

Tuesday, August 16, 2016	Last day to submit written questions
Tuesday, August 23, 2016, 3:00 P.M.	Receipt of Bids
From Date of Award	Services Commencement Date

SECTION M – EVALUATION FACTORS FOR AWARDS**M.1 SELECTION PROCESS**

- M.1.1** The Department will evaluate bids received in response to this solicitation without discussions and will award a Contract to the responsible Bidder (s) whose bid, conforming to the solicitation, will be most advantageous to the Department considering only price.

In accordance with Texas Administrative Code, Title 34, Chapter 20, Rule §20.31 (b), the Department may negotiate if the Department receives only one acceptable bid, or no acceptable bids, providing that the negotiations do not result in a material change to the advertised specifications.

Bids will be evaluated based on the best interests of the Department.

- M.1.2** In accordance with Texas Government Code, §2155.074 and 2155.75, vendor performance may be used as a factor in award.
- M.1.3** In the event of tie bids, the preferences certified in Section K.4 will be used to break the tie. In the event of tie bids where all preferences are equal, award will be made by drawing lots.
- M.1.4** The Department reserves the right, at its sole discretion, to make a single Contract award or multiple Contract awards from this solicitation. The Department reserves the right to make no awards in the event of inconsistent pricing and/or the absence of available competition.